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**TRANSFER
TAX
PAID**

Doc # 2005008886
Book 8363 Page 0334

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Prepared by and please return to:

Denice Marchman
Hughes & Luce, LLP
111 Congress Avenue, Suite 900
Austin, Texas 78701

04030893-03-04

**QUITCLAIM DEED WITH COVENANT
AND BILL OF SALE
[IMPROVEMENTS ONLY]**

KNOW ALL PERSONS BY THESE PRESENTS:

That **WILLIAM J. WADE**, not in his individual capacity, but solely as Individual Owner Trustee under the Trust Agreement (1994-3) dated December 15, 1994, between RJM Lease Partners I and Wilmington Trust Company, as supplemented by that certain Trust Agreement Supplement dated December 15, 1994 among RJM Lease Partners I, Wilmington Trust Company and William J. Wade (collectively, the "Trust Agreement") ("Grantor"), having a mailing address of c/o Wilmington Trust Company, 1100 N. Market Street, Rodney Square North, Wilmington, Delaware 19890-001, for the consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, in hand paid by **WAL-MART REALTY COMPANY**, an Arkansas corporation ("Grantee"), having a mailing address of 702 S.W. Eighth Street, Bentonville, Arkansas 72716, receipt of which Grantor hereby acknowledges, does grant, bargain, sell, and convey unto Grantee and unto Grantee's successors and assigns forever all buildings, structures and other improvements, but not the land, (including, without limitation, all property described on Exhibit C attached to that certain Quitclaim Deed with Covenant and Bill of Sale recorded December 30, 1994, in Book 4831, Page 309 in the Kennebec County Registry of Deeds (collectively, the "Improvements") located on the land situated in the City of Waterville, County of Kennebec, State of Maine, which land is more particularly described on Exhibit A attached hereto. This conveyance is subject to the easements, restrictions, reservations, and other matters of record set forth on Exhibit B attached hereto (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the same unto Grantee and unto its successors and assigns forever with all appurtenances thereunto belonging. And Grantor hereby covenants with Grantee that Grantor has not done or suffered anything to be done whereby the Improvements are or may be encumbered in any way whatsoever, and that the said Grantor will WARRANT AND DEFEND the said Improvements against all persons claiming by, through or under Grantor, except for the Permitted Encumbrances.

This limited warranty deed is executed as of the date set forth below, to be effective March 31, 2005.

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Quitclaim Deed with Covenant and Bill of Sale [Improvements Only]
Released Eligible Unit -- Waterville, ME
KENNEBEC COUNTY, ME

6) *Asenact*

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IN TESTIMONY WHEREOF, Grantor has executed this instrument on the 28th day
of March, 2005.

GRANTOR:



WILLIAM J. WADE, not in his individual
capacity, but solely as Individual Owner Trustee for
the Trust created under the Trust Agreement

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STATE OF DELAWARE)
)
COUNTY OF NEWCASTLE)

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above, duly commissioned to take acknowledgments, there personally appeared **WILLIAM J. WADE**, who is personally known to me to be a person named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn, each did acknowledge, before me, depose and say to me that he is the Individual Owner Trustee of the Trust created under the Trust Agreement named as one of the parties to the aforementioned legal instrument; that after being duly informed of the contents and import of such legal instrument he had signed such legal instrument, not in his individual capacity, but solely as the Individual Owner Trustee of such trust indicated above; that he had signed the same in the name of and on behalf of such trust; that the execution of said legal instrument was the free and voluntary act and deed of said trust for the consideration, purposes and uses set forth in such legal instrument; that he had delivered such legal instrument to the other parties thereto as such; and, that on behalf of said trust, he had received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on this 28 day of March, 2005.


NOTARY PUBLIC

My Commission Expires:

Print Name **BARBARA A. WHEELER**
Notary Public - State of Delaware
My Comm. Expires June 20, 2006

MAIL TAX STATEMENTS AS DIRECTED TO:

Wal-Mart Realty Company
Wal-Mart Waterville, ME – Store No. 2013
Tax Dept. No. 8013
702 S.W. Eighth Street
Bentonville, Arkansas 72712



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EXHIBIT A

DESCRIPTION OF LAND

A certain parcel of land situated on the southerly side of Kennedy Memorial Drive in the City of Waterville, County of Kennebec, and State of Maine, bounded and described as follows:

BEGINNING at a point on the assumed southerly sideline of Kennedy Memorial Drive at the northeast corner of the land now or formerly of Lucien F. Mathieu (See Book 2219, Page. 130);

Thence S 81° 58' 25" E by the State of Maine (Book 4428, Page 80) and by Kennedy Memorial Drive 478.91 feet;

Thence, S 33° 56' 15" W by the land of Kennebec Realty Trust 261.00 feet;

Thence, S 56° 03' 45" E by the land of Kennebec Realty Trust 198.00 feet to Washington Street Extension (Book 4514, Page 66);

Thence, the following courses by Washington Street Extension:

S 39° 01' 35" W a distance of 159.16 feet;
southwesterly by a curve to the left having a radius of 340.00 feet an arc distance of 37.09 feet;

S 32° 46' 35" W a distance of 529.00 feet
southwesterly by a curve to the right having a radius of 260.00 feet an arc distance of 86.22 feet;

S 51° 46' 35" W a distance of 194.00 feet;

Thence, N 60° 17' 45" W by the land of Kennebec Realty Trust 647.08 feet to a point on the southeasterly sideline of Route 1-95 from which point a radial line bears N 57° 03' 00" W;

Thence, northeasterly by Route 1-95 by a curve to the left having a radius of 11584.16 feet an arc distance of 342.00 feet;

Thence, N 28° 19' 05" E by Route 1-95 a distance of 36.48 feet to the land of Terry L. Gagner (Book 3022, Page 323);

Thence N 38° 35' 55" E by the land of Gagner 114.60 feet;

Thence S 82° 12' 15" E by the land of Gagner (Book 4591, Page 148) 242.64 feet;

Thence, N 33° 01' 47" E by the land of Gagner and by the land of Mathieu 390.49 feet;

Thence, N 07° 55' 25" E by the land of Mathieu 123.49 feet to the point of beginning.

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EXHIBIT B

PERMITTED ENCUMBRANCES

1. All taxes and assessments for the year 2005, and subsequent years, not yet due and payable, and any additional taxes and assessments, which may result from a reassessment of the subject property or re-billing of the taxes.
2. Rights and easements granted to Central Maine Power Company in an instruments dated November 30, 1964, and recorded in Book 1363, Page 431; and dated November 4, 1971, recorded in Book 1568, Page 143.
3. Rights and easements granted to New England Telephone and Telegraph Company and Central Maine Power Company in an instrument dated August 10, 1968 and recorded in Book 1484, Page 837; dated March 8, 1982, recorded in Book 2495, Page 307; dated May 11, 1984, recorded in Book 2695, Page 71; dated April 6, 1993, recorded in Book 4369, Page 205; and dated July 7, 1993, recorded in Book 4445, Page 231.
4. Rights and easements acquired by the State of Maine, by virtue of a Notice of Layout and Taking dated October 29, 1958 and recorded in Book 1134, Page 102, and Receipt and Confirmation of Taking dated April 21, 1959, recorded in Book 1149, Page 120.
5. Easement for construction of drainage structure granted to the State of Maine in an instrument dated May 27, 1993 and recorded in Book 4428, Page 80.
6. Rights and easements acquired by the State of Maine, by virtue of a Notice of Layout and Taking dated May 18, 1960 and recorded in Book 1193, Page 469, and Receipt of Confirmation of Taking dated October 12, 1960, recorded in Book 1204, Page 398.
7. Rights and easements acquired by the State of Maine, by virtue of a Notice of Layout and Taking dated April 29, 1964 and recorded in Book 1337, Page 82.
8. Site Location Order dated August 22, 1979 and recorded in Book 2239, Page 156; Request for Transfer dated October 22, 1979, recorded in Book 2253, Page 114; Request for Transfer dated December 13, 1989, recorded in Book 3671, Page 327; Natural Resource Protection Water Quality Certification dated November 4, 1992, recorded in Book 4309, Page 1; Modification dated February 7, 1993, recorded in Book 4344, Page 288; Modification dated January 25, 1993, recorded in Book 4344, Page 296; Modification dated March 25, 1993, recorded in Book 4372, Page 164; and Condition Compliance dated May 26, 1993, recorded in Book 4413, Page 278.
9. Rights and easements granted to Waterville Sewerage District in instruments dated April 20, 1972 and recorded in Book 1585, Page 829, and dated April 19, 1972, recorded in Book 1585, Page 835.

Exhibit B – Page 1

Quitclaim Deed with Covenant and Bill of Sale [Improvements Only]
Released Eligible Unit - Waterville, ME
KENNEBEC COUNTY, ME

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10. Such state of facts as shown or depicted on unrecorded survey plan entitled "Standard Boundary Survey and Topographic Survey on Kennedy Memorial Drive, Waterville, Maine for Wal-Mart Stores, Inc." prepared by Owen Haskell, Inc. and dated February 20, 1992, including, but not limited to an unrecorded private sewerage easement benefiting the Weathervane Restaurant and the Mobil Service Station that burdens the premises, and such state of facts as would be disclosed by an updated ALTA Survey.

Received Kennebec SS.
04/07/2005 1:23PM
Pages 6 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS